95 Cal. 524, 29 Am. St. Rep. 149, 30 Pac. 765, 766; *Ward* v. *Boyce,* 152 N. Y. 191, 36 L. R. A. 549, 551.

BANKRUPTCY—DEBTS ENTITLED TO PRIORITY—WORKMAN, CLERK, ETC.—Petitioner was employed by the bankrupt to deliver milk at the bankrupt's premises with his team at a fixed price per month. He now asks that the balance due him on this contract be allowed priority and be paid in full out of the bankrupt's estate under Sec. 64 b, cl. 4. *Held,* petitioner, being neither a "workman, clerk or servant" within the meaning of that section, and there being nothing in his contract or the facts before the court to individuate his services from those of his team, the amount due for his personal services cannot be separated, and no portion of the claim can be preferred. *Sprucks* v. *Lackawanna Dairy Co.* (D. C. M. D. Pa. 1911), 189 Fed. 287, 26 A. B. R. 554.

Decisions directly in point on this question are very few; and among the few remarks of the text writers and decisions there is wide conflict of opinion. LOVELAND, BANKRUPTCY, 777, says: "But where the claim arises under an entire contract for labor, including the services of a team, it can not be apportioned and is not entitled to priority," citing *In re Blackman,* 6 Chi. L. News. 18, where it was held that a claim for services rendered by claimant and his team was not entitled to priority as a debt due to an "operative, clerk or servant" under § 27 of the act of 1867. And it has been said *obiter* that a general expressman who owns his horse and wagon, and receives pay by the piece has never been claimed to be a servant within the meaning of this section. *In re Smith,* 11 A. B. R. 646; thus supporting the principal case. While on the other hand a broad construction of both "wages," *In re Fink,* 163 Fed. 135; *U. S.* v. *Bernays,* 158 Fed. 792, "servants," *In re Caldwell,* 164 Fed. 515, and the character of the service, *In re New England Thread Co.,* 154 Fed. 742, is contended for. COLLIER, BANKRUPTCY, Ed. 7, p. 740; REMINGTON, BANKRUPTCY, §§ 2166-2169. And it has been held that a man owning a team, plow, etc., working when and where he could obtain work, was a wage-earner, within the meaning of the 4th §, cl. b., *In re Yoder,* 127 Fed. 894, which though not controlling in construing this section, "may throw some light upon the question," *In re Scanlan,* 97 Fed. 26, and in *Matter of Winton Lumber and Mfg. Co.,* 17 Am. B. R. 117, it was expressly held that a teamster working with a team at an agreed price per day, came within the meaning of this section, and as proof was made before the referee as to the value of the respective services of teamster and of team, the reasonable worth of the teamster's services actually performed by him was separated from the agreed wage for both teamster and team, and that part of his claim was held to be entitled to priority by virtue of this section.

BANKRUPTCY—TITLE OF TRUSTEE UNDER UNRECORDED CONDITIONAL SALE—EFFECT OF AMENDMENT OF 1910.—The petitioner having delivered possession of certain goods to the bankrupt prior to the filing of the petition, on a contract for their conditional sale, which had not been recorded in compliance with a State statute, sought to reclaim the goods from the trustee after the vendee had been adjudicated bankrupt. *Held,* (1) that although the vendor's